

**TEXAS COTTON GIN MUSEUM, INC. (“TCGM”)**

**Rental Agreement**

Name of person or entity renting the Premises: \_\_\_\_\_  
(hereafter referred to as “Renter”)

Address: \_\_\_\_\_

Telephone No: \_\_\_\_\_ E-Mail: \_\_\_\_\_

Name/Telephone No./E-mail of contact person of Renter if different than above:

\_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_  
Name Phone: E-Mail:

Date of Rental: \_\_\_\_\_

Purpose of Rental: \_\_\_\_\_

This Rental Agreement is for a full day (8 a.m. – midnight) rental of the following ‘leased premises’:

\_\_ Pavilion (\$100+\$50 Deposit); \_\_ Wehring House (\$100+\$50 Deposit); \_\_ Both (\$150 + \$100 Deposit)

Rental Fee: \$ \_\_\_\_\_ Deposit: \$ \_\_\_\_\_

**TERMS AND CONDITIONS FOR RENTAL**

1. **Agreement To Be Bound/Leased Premises.** Renter, by executing this Agreement, agrees to be bound by all terms and conditions stated herein. Renter will conduct all event activities within the boundaries of the ‘Leased Premises’ (Structure #2 – Pavilion and/or Structure #4A – Wehring House) as shown upon the attachment to this Agreement entitled “Campus Layout”. All parking for the rental event shall occur within the designated Parking Area, or as otherwise allowed as public parking near the Leased Premises.
2. **Leased Premises.** TCGM shall furnish the facilities (Pavilion #2 and/or Wehring House #4A - note this does NOT include Shoe Shop #4B) shown upon the attachment, in addition to electricity as provided within same. TCGM shall also furnish certain picnic tables and seating as found under Pavilion. Renter accepts the Leased Premises, “AS IS,” with no warranties or representations, express or implied, except as explicitly stated within this Agreement.
3. **Not Part Of Leased Premises.** Adjacent to the Leased Premises is a historic cotton gin (#3A), historic out buildings & structures (#5/6/7/8), Museum (#1) and Cotton Warehouse (#9) as shown on Campus Layout attachment. These structures are NOT included in Rental Agreement.
4. **Inclement Weather.** Deposit and any Rental fee paid will be refunded in case of inclement weather on the date of the event – or Renter may choose another event date if available.
5. **Parking.** Renter and Renter’s guests shall park in the designated parking areas only.

6. **Alcoholic Beverages.** Alcoholic beverages may only be served in plastic or paper cups, or cans. No glasses or glass bottles will be permitted upon the Leased Premises.  
THE SELLING OF ALCOHOLIC BEVERAGES IS PROHIBITED  
RENTER MUST FULLY GUARANTEE, AND BE ENTIRELY RESPONSIBLE FOR ENSURING, THAT NO ALCOHOLIC BEVERAGES ARE DISPENSED TO MINORS ON THE LEASED PREMISES.  
**Option 1 – (NON-COMMERCIAL)** IF RENTER SERVES ALCOHOLIC BEVERAGES UPON THE LEASED PREMISES, RENTER MUST BE PRESENT SHORTLY BEFORE, DURING AND AFTER THE EVENT - UNTIL ALL INDIVIDUALS ATTENDING LESSEE’S EVENT HAVE LEFT THE LEASED PREMISES.  
**Option 2 – (COMMERCIAL)** IF RENTER SERVES ALCOHOLIC BEVERAGES UPON THE LEASED PREMISES, THERE MUST BE MUSEUM APPROVED SECURITY IN PLACE.
7. **Compliance.** Renter shall be solely responsible for complying with all State, County and City Ordinances, Rules, Regulations and Laws pertaining to the service and consumption of alcoholic beverages while upon the Leased Premises, as well as pertaining to all other activities of Renter while on the Leased Premises of TCGM, including but not limited to food, restroom, and music utilization.
8. **Not Responsible.** TCGM is not responsible for lost, damaged, or stolen property of Renter or Renter’s guests.
9. **Return Of Leased Premises.** Renter is responsible for cleaning Leased Premises and removing all garbage, decorations, etc. and returning the Leased Premises to the same condition as existing prior to rental. Failure to return the Leased Premises to the same condition as existed prior to rental will result in TCGM not returning Renter’s deposit; otherwise deposit will be refunded within one week, if leased property is in good order.
10. **Forfeit Of Deposit.** Renter understands that the Rental Agreement with TCGM must be cancelled within a minimum of 72 hours of scheduled date of event or Deposit will be forfeited.
11. **Permits.** Renter is responsible for providing to TCGM a copy of all permits required from the City of Burton concerning Renter’s event. Such permits, if required, must be provided to TCGM before rental can occur.
12. **INDEMNITY.** RENTER AGREES TO AND SHALL INDEMNIFY, DEFEND AND HOLD HARMLESS TCGM AND ITS OWNERS, OPERATORS, AND EMPLOYEES FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, SETTLEMENT AMOUNTS, LOSSES, DAMAGES, CAUSES OF ACTION, SUITS AND LIABILITIES OF EVERY KIND, INCLUDING ALL EXPENSES OF LITIGATION, COURT COSTS AND ATTORNEYS’ FEES FOR INJURY TO OR DEATH OF ANY PERSON, OR DAMAGE TO ANY KIND OF PROPERTY, IN CONNECTION WITH RENTER’S, OR RENTER’S INVITEES, LICENSES OR GUESTS ACTIVITIES WHILE ON THE LEASED PREMISES OF TCGM AND INCLUDING THE ACTS, OMISSIONS AND NEGLIGENCE OF RENTER AND RENTER’S INVITEES, LICENSEES AND GUESTS.
13. **Not Assignable.** Renter shall not lease, sublease or assign Renter’s rights and obligations under this Agreement to any other individual or entity.

14. **TCGM's Right Of Entry.** Representatives of TCGM may enter the Leased Premises at any time during this Rental for purposes of inspection or maintenance.
15. **NSF Payments.** If Renter's deposit check or any funds presented for deposit are determined NSF (non-sufficient funds), this Agreement is declared terminated immediately on notice of the NSF to TCGM. TCGM is entitled to rent the Leased Premises to the now open date to another party without any recourse by Renter.
16. **Restrooms.** Renter is entirely responsible for the rental, and payment for, portable restroom facilities adequate to serve the needs of Renter's event and in compliance with all city ordinances regulating same. Renter is responsible for the timely removal of all restroom facilities.
17. **Music.** In the event Renter utilizes amplified music upon the Leased Premises, the music shall be in compliance with all city ordinances regulating same. Renter must advise musician that they shall not bring outside alcoholic beverages onto the Property. Renter must advise musicians that music cannot extend past 12 midnight and that everyone is required to vacate the Leased Premises no later than 1 a.m. on the evening of the Rental.
18. **Damages.** If the Leased Premises is damaged by the act, default, or negligence of Renter or of Renter's agents, employees, patrons, guests, or invitees then the Renter is financially responsible for any and all costs incurred for repairs, loss of use and legal liabilities. Renter will pay to TCGM, upon demand, such sum as shall be necessary to restore the Leased Premises to its condition prior to the Rental. Renter agrees to accept the estimates submitted to it by TCGM for the replacement and repair of the damage and injury done and shall, within ten (10) days after demand, pay to TCGM the amount of said damages. Renter hereby assumes full responsibility for the character, acts, and conduct of Renter's agents, employees, patrons, guests, and invitees on the Leased Premises. If law enforcement officers determine that the Rental event is unsafe (i.e., fighting, rioting, civil disobedience, and acts of criminal conduct) to the public, the Rental event will be terminated immediately and Renter shall not be entitled to any refund for the unused rental period and shall forfeit all deposits paid.
19. **Waiver of Liability** – To the fullest extent permitted by law, Renter shall hold harmless the Landlord (TCGM) from and against, claims, damages, losses and expenses, including but not limited to, attorney's fees, which arise out of or in any way related to any and all personal injury, death, or property damage in connection with rental of the Property by the Renter. In no event shall the Landlord (TCGM) be liable for special indirect or consequential damages arising out of or in connection with, the rental of the Property.
20. **Jury Waiver.** Both parties to this Agreement waive any right to a jury trial for any dispute arising out of, or concerning in any way, this Agreement, whether based on contract, tort, statutory or any other cause of action. Both parties enter this Jury Waiver knowingly and voluntarily and after having an opportunity to consult with counsel of their choosing.
21. **Exclusive Venue.** Any action seeking to enforce any provision of, or, directly or indirectly arising out of or in any way relating to, this Agreement shall be brought exclusively in state district court in Washington County, Texas, and each of the parties hereby irrevocably consent to the exclusive venue and jurisdiction of such court in any such action and irrevocably waives, to the fullest extent permitted by law, any objection that it may now or hereafter have concerning venue of any such action. This Agreement shall be governed by the laws of the State of Texas exclusively, as per agreement between the parties hereto.

**I HAVE READ AND UNDERSTAND THIS RENTAL AGREEMENT, AND I AGREE TO COMPLY WITH ALL TERMS AND CONDITIONS OF RENTAL. I AM FULLY AUTHORIZED TO EXECUTE THIS AGREEMENT ON BEHALF OF THE RENTER. I UNDERSTAND THAT I AM RESPONSIBLE FOR COMMUNICATING THESE TERMS AND CONDITIONS TO ALL INDIVIDUALS ATTENDING MY EVENT ON THE LEASED PREMISES OF THE TEXAS COTTON GIN MUSEUM (TCGM) CAMPUS.**

\_\_\_\_\_  
Signature of TCGM Representative

\_\_\_\_\_  
Signature of Renter

\_\_\_\_\_  
Name of TCGM Representative - Printed

\_\_\_\_\_  
Name of Renter - Printed

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date